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15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA

17 ZYNGA, INC.,
18 Plaintiff,
19 v.
20 SCOPELY, INC., a Delaware Corporation,
MASSIMO MAIETTI, an individual, and
21 EHUD BARLACH, an individual,
22 Defendants.
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Case No. 16-cv-06855-VC

**DECLARATION OF MASSIMO
MAIETTI IN SUPPORT OF
DEFENDANTS' OPPOSITION TO
PLAINTIFF'S APPLICATION FOR
TEMPORARY RESTRAINING ORDER**

Courtroom: 4, 17th Floor
Judge: Hon. Vince Chhabria

1 I, Massimo Maietti, declare as follows:

2 1. I have personal knowledge of the facts set forth in this declaration and could and
3 would competently testify to them under oath if called as a witness.

4 2. Scopely, Inc. ("Scopely") sent me my final job offer July 1, 2016 and I accepted
5 on July 6, 2016. I started at Scopely on August 1, 2016. I previously worked at Zynga, Inc.
6 ("Zynga") from approximately January 2011 through July 21, 2016.

7 3. Before I left Zynga, I worked on a game that has the working title "Project Mars."
8 I served as the Creative Director of the game. The complaint alleges that I downloaded a Mac-
9 usable working version of the Project Mars social game on June 24 and June 28, 2016 and that I
10 had no legitimate reason for possession of the Mac version of Project Mars. *See* Complaint ¶ 34.
11 The allegation that I would have no legitimate reason to possess this version of the game is
12 incorrect because I possessed the Mac version as part of my normal job duties. In June 2016, I
13 had not accepted any job offer from Scopely and actively worked on Project Mars. Several of the
14 developers on my Project Mars team had Mac-usable versions of Project Mars and recommended
15 I also have the Mac version for testing purposes. During Project Mars' state of development, it
16 was hard to test a specific aspect of the game on a mobile device and therefore, engineers started
17 using the Mac version for testing. Thus, I used the Mac version to work around this problem.

18 4. Before I officially started at Scopely on August 1, and after I joined, the company
19 has repeatedly counseled me that I should not use or disclose any Zynga confidential information
20 or trade secrets. In fact, I have not forwarded or discussed any of Zynga's confidential
21 information or trade secrets to any Scopely personnel. I have also not used any Zynga
22 confidential information or trade secrets in my work at Scopely.

23 5. In fact, my work at Scopely relates to the development of a completely different
24 genre of game than the work I did on Project Mars at Zynga. I am working on the development
25 of a new game in the "general audience Casual PVP" genre. This "Casual" genre game means it
26 can be enjoyed through short playing sessions, and monetizes modestly from each user, but can
27 generate significant revenues by appealing to a large audience. The Scopely game, when
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1 released, will be an ad-supported game. In contrast, Project Mars is in a completely different
2 genre. I understand that Zynga is concerned that I am working on a game based on the television
3 show *Breaking Bad* and Zynga contends that the information regarding “Project Mars could be
4 very useful in the further development and modification of a game, like *Breaking Bad*, in the
5 crime genre.” See Declaration of Scott Koenigsberg, Dkt No. 4-15 ¶ 16. I am not working on the
6 *Breaking Bad* game or any other crime genre game at Scopely nor have I consulted with anyone
7 at Scopely about the *Breaking Bad* game or other crime genre games. I have never discussed my
8 work on Project Mars with anybody at Scopely. Throughout my tenure at Scopely, I have worked
9 exclusively on the above-mentioned Casual game, and this exclusive assignment was discussed
10 and agreed upon with Scopely before my start date. In contrast to the general audience Casual
11 game I am developing at Scopely, a crime genre game might be designed to appeal to a smaller,
12 mature audience, but demands much higher dedication from its users, both in terms of time spent
13 in the game and daily monetization. Crime genre games also do not leverage advertisement to
14 generate revenue, which differs from the game I am currently working on at Scopely. Further,
15 this is the first time I am working on this particular category of general audience Casual PVP
16 free-to-play games—I did not work on this category of games while at Zynga.

17 6. No one at Scopely has ever asked me about or requested Zynga’s confidential
18 information or trade secrets, nor have I shared any such information with them.

19 7. Since I left Zynga, I have not solicited any current Zynga employee to come work
20 at Scopely. Paragraph 47 of the Complaint alleges that I solicited Josh Park, a current Zynga
21 employee, to come work at Scopely, which is incorrect. In fact, Josh Park initiated contact with
22 me about Scopely. Attached hereto as **Exhibit A** is a true and correct copy of Mr. Park’s email to
23 me on August 2, 2016.

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1 In Exhibit A, Mr. Park tells me: "Wanted to give you the heads up that I'll be heading down to
2 talk to some people at Scopely for a PM role sometime in the next week or so. If you're free
3 would be great to catch-up with you sometime before or after. I'll let you know when my time-
4 slot is finalized."

5 I declare under penalty of perjury, under the laws of the United States, that the foregoing
6 is true and correct.

7 Executed this 4th day of December 2016.

8
9 /s/ Massimo Maietti
10 Massimo Maietti

11 **Attestation re Electronic Signatures**

12 I, Catherine Y. Lui, attest pursuant to Northern District Local Rule 5-1(i)(3) that all other
13 signatories to this document, on whose behalf this filing is submitted, concur in the filing's
14 content and have authorized this filing.

15 I declare under penalty of perjury under the laws of the United States of America that the
16 foregoing is true and correct.

17 Dated: December 5, 2016

CATHERINE Y. LUI
Orrick, Herrington & Sutcliffe LLP

19 By: /s/ Catherine Y. Lui
20 CATHERINE Y. LUI
21 Attorneys for Defendant